



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC

Introduction

Having heard all the testimony of the applicant(s), under affirmation, and in the absence of any submissions from the respondent(s), although having been notified of the right to make such submissions (the Notice of Hearing and the Arbitration papers were served on the respondent(s) by registered mail that was mailed on October 6, 2009 and therefore is deemed served 5 days later even if the respondent refuses to accept it.) I have determined:

Issues(s) to be Decided

This is a request for a monetary order for \$25,000.00

Background and Evidence

The applicant testified that:

- The landlord has failed to return her security deposit plus interest, even though she gave him a forwarding address in writing on June 30, 2008. She is therefore requesting an order for the return of her security deposit double.
- The landlord was also unresponsive to request for repairs that she felt were needed over the term of the tenancy, and was very difficult to deal with, and therefore she is requesting the return of all the rent she paid during the term of her tenancy, for a total of \$38,228.45, with that amount being reduced to come within the jurisdiction of the Residential Tenancy Act.

Analysis

Security deposit

The landlord has not returned the tenants security deposit or applied for dispute resolution to keep any or all of tenant's security deposit and the time limit in which to apply is now past.

The Residential Tenancy Act states that, if the landlord does not either return the security deposit or apply for dispute resolution within 15 days after the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing, the landlord must pay the tenant double the amount of security deposit.

This tenancy ended on July 31, 2008 and the landlord had a forwarding address in writing by June 30, 2008 and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

Therefore, I am required to order that the landlord must pay double the amount of the security deposit to the tenant.

The tenant paid a deposit of \$225.00, and therefore the landlord must return \$450.00 plus interest of \$16.17, for a total of \$466.17.

Return of all rent paid

It is my decision that the tenant has not established a claim for the return of all the rent she paid during the tenancy. The tenant was able to live in the rental unit for the full term of the tenancy and although she may have had difficulty getting the landlord to do repairs that she felt were needed, she has not shown that there was a substantial loss of use and enjoyment of the rental unit. Further the tenant did not take reasonable



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steps to mitigate any possible loss, because although she had the right to apply for dispute resolution to get a repair ordered if repairs were needed, at no time did she ever file such a request.

Conclusion

I have issued an order for the respondent to pay \$466.17 to the applicant; the remainder of the claim is dismissed without leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: January 27, 2010.

Dispute Resolution Officer